

1 IRELL & MANELLA LLP
2 Andra Barmash Greene (123931)
3 agreene@irell.com
4 A. Matthew Ashley (198235)
5 mashley@irell.com
6 840 Newport Center Drive, Suite 400
7 Newport Beach, California 92660-6324
Telephone: (949) 760-0991
Facsimile: (949) 760-5200

6 Attorneys for Defendants
7 Uber Technologies, Inc.; Rasier, LLC; and
Rasier-CA, LLC

8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **SAN FRANCISCO DIVISION**

11 L.A. Taxi Cooperative, Inc. dba Yellow Cab) Case No. 3:15-cv-01257-JST
Co.; Administrative Services SD, LLC dba)
12 Yellow Radio Service; All Yellow Taxi, Inc.) DEFENDANTS' ANSWER AND
dba Metro Cab; American Cab, LLC;) AFFIRMATIVE DEFENSES TO
13 American Cab, LLC dba Pomona Valley) PLAINTIFFS' FIRST AMENDED
Yellow Cab; Bell Cab Company, Inc.; TM-) COMPLAINT
14 MTM, Inc.; Big Dog City Corporation dba)
Citywide Dispatch, Citywide Taxi, and Big)
15 Dog Cab; Cabco Yellow, Inc. dba California)
Yellow Cab; C&J Leasing, Inc. dba Royal)
16 Taxi; G&S Transit Management, Inc.; Gorgee)
Enterprises, Inc.; LA City Cab, LLC; Long)
17 Beach Yellow Cab Co-operative, Inc.;)
Network Paratransit Systems, Inc.; South Bay)
18 Co-operative, Inc. dba United Checker Cab;)
Taxi Leasing, Inc. dba Yellow Cab of Ventura)
19 County; Tri-City Transportation Systems, Inc.;)
Tri Counties Transit Corporation dba Blue)
20 Dolphin Cab of Santa Barbara, Yellow Cab of)
Santa Maria, and Yellow Cab of San Luis)
21 Obispo; and Yellow Cab of South Bay Co-)
operative, Inc. dba South Bay Yellow Cab,)
22 Plaintiffs,)
23 vs.)
24 Uber Technologies, Inc.; Rasier, LLC; and)
25 Rasier-CA, LLC,)
26 Defendants.)
27
28

1 Defendants Uber Technologies, Inc., (“Uber”) Rasier, LLC, and Rasier-CA, LLC
 2 (collectively “Defendants,” without admitting or denying any relationship as between the separate
 3 defendants) hereby respond to the allegations set forth in Plaintiffs’ August 3, 2015 First Amended
 4 Complaint.

5 Plaintiffs purport to be a collection of California taxi companies who claim that they have
 6 lost customers to Uber as a result of Uber’s allegedly false or misleading statements regarding its
 7 safety standards. Plaintiffs’ allegations are false. Not only are Uber’s safety-related statements
 8 true, but Plaintiffs and Uber do not even compete within the same industry. None of the
 9 Defendants is a taxi service. Uber is an innovative technology company that enables riders to
 10 request transportation services from third-party transportation providers using, among other
 11 methods, a smart phone application. The ease and convenience of Uber’s pioneering approach has
 12 created a new market of riders who had been underserved by traditional taxi companies, and
 13 created opportunities for third party transportation providers to meet demand for their services.

14 Instead of adapting and innovating to capture a share of this new market, Plaintiffs have
 15 instead brought suit seeking a share of Defendants’ profits. Plaintiffs’ complaint, however, is
 16 meritless. Defendants hereby respond as follows.

17 **I. INTRODUCTION**

18 1. Defendants deny each and every allegation contained in paragraph 1 of the First
 19 Amended Complaint.

20 2. Defendants deny each and every allegation contained in paragraph 2 of the First
 21 Amended Complaint.

22 3. Defendants admit that the District Attorneys of San Francisco City and County and
 23 Los Angeles County filed a complaint in San Francisco Superior Court against Defendants.
 24 Defendants deny that this suit has merit. Except as expressly admitted herein, Defendants deny
 25 each and every allegation contained in paragraph 3 of the First Amended Complaint.

26 4. Defendants lack information or knowledge sufficient to form a belief as to the truth
 27 or falsity of whether Plaintiffs provide taxi cab services in California and therefore deny this
 28

1 allegation. Except as expressly admitted herein, Defendants deny each and every allegation
2 contained in paragraph 4 of the First Amended Complaint.

3 5. Defendants admit that Rasier-CA, LLC is a transportation network company
4 licensed by the California Public Utilities Commission, and that Uber Technologies, Inc. is a
5 technology company that enables riders to request transportation services from third-party
6 transportation providers using, among other methods, a smart phone application. Except as
7 expressly admitted herein, Defendants deny each and every allegation contained in paragraph 5 of
8 the First Amended Complaint.

9 **II. JURISDICTION AND VENUE**

10 6. Defendants admit that Plaintiffs have brought an action against them alleging
11 violations of 15 U.S.C. § 1125 and California Business and Professions Code § 17500.
12 Defendants deny that these claims have merit. Except as expressly admitted herein, Defendants
13 deny each and every allegation contained in paragraph 6 of the First Amended Complaint.

14 7. Defendants do not contest subject matter jurisdiction at this time.

15 8. Defendants do not contest venue. Except as expressly admitted herein, Defendants
16 deny each and every allegation contained in Paragraph 8 of the First Amended Complaint.

17 9. Defendants do not contest personal jurisdiction.

18 **III. INTRADISTRICT ASSIGNMENT**

19 10. Paragraph 10 of the First Amended Complaint does not contain a factual allegation
20 to which any response is required.

21 **IV. PARTIES**

22 A. **Plaintiffs**

23 11. Defendants lack knowledge or information sufficient to form a belief as to the truth
24 or falsity of the allegations contained in paragraph 11 of the First Amended Complaint and
25 therefore deny them.

26 12. Defendants lack knowledge or information sufficient to form a belief as to the truth
27 or falsity of the allegations contained in paragraph 12 of the First Amended Complaint and
28 therefore deny them.

1 13. Defendants lack knowledge or information sufficient to form a belief as to the truth
2 or falsity of the allegations contained in paragraph 13 of the First Amended Complaint and
3 therefore deny them.

4 14. Defendants lack knowledge or information sufficient to form a belief as to the truth
5 or falsity of the allegations contained in paragraph 14 of the First Amended Complaint and
6 therefore deny them

7 15. Defendants lack knowledge or information sufficient to form a belief as to the truth
8 or falsity of the allegations contained in paragraph 15 of the First Amended Complaint and
9 therefore deny them.

10 16. Defendants lack knowledge or information sufficient to form a belief as to the truth
11 or falsity of the allegations contained in paragraph 16 of the First Amended Complaint and
12 therefore deny them.

13 17. Defendants lack knowledge or information sufficient to form a belief as to the truth
14 or falsity of the allegations contained in paragraph 17 of the First Amended Complaint and
15 therefore deny them.

16 18. Defendants lack knowledge or information sufficient to form a belief as to the truth
17 or falsity of the allegations contained in paragraph 18 of the First Amended Complaint and
18 therefore deny them.

19 19. Defendants lack knowledge or information sufficient to form a belief as to the truth
20 or falsity of the allegations contained in paragraph 19 of the First Amended Complaint and
21 therefore deny them.

22 20. Defendants lack knowledge or information sufficient to form a belief as to the truth
23 or falsity of the allegations contained in paragraph 20 of the First Amended Complaint and
24 therefore deny them.

25 21. Defendants lack knowledge or information sufficient to form a belief as to the truth
26 or falsity of the allegations contained in paragraph 21 of the First Amended Complaint and
27 therefore deny them.

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1 22. Defendants lack knowledge or information sufficient to form a belief as to the truth
2 or falsity of the allegations contained in paragraph 22 of the First Amended Complaint and
3 therefore deny them.

4 23. Defendants lack knowledge or information sufficient to form a belief as to the truth
5 or falsity of the allegations contained in paragraph 23 of the First Amended Complaint and
6 therefore deny them.

7 24. Defendants lack knowledge or information sufficient to form a belief as to the truth
8 or falsity of the allegations contained in paragraph 24 of the First Amended Complaint and
9 therefore deny them.

10 25. Defendants lack knowledge or information sufficient to form a belief as to the truth
11 or falsity of the allegations contained in paragraph 25 of the First Amended Complaint and
12 therefore deny them.

13 26. Defendants lack knowledge or information sufficient to form a belief as to the truth
14 or falsity of the allegations contained in paragraph 26 of the First Amended Complaint and
15 therefore deny them.

16 27. Defendants lack knowledge or information sufficient to form a belief as to the truth
17 or falsity of the allegations contained in paragraph 27 of the First Amended Complaint and
18 therefore deny them.

19 28. Defendants lack knowledge or information sufficient to form a belief as to the truth
20 or falsity of the allegations contained in paragraph 28 of the First Amended Complaint and
21 therefore deny them.

22 29. Defendants lack knowledge or information sufficient to form a belief as to the truth
23 or falsity of the allegations contained in paragraph 29 of the First Amended Complaint and
24 therefore deny them.

25 30. Defendants lack knowledge or information sufficient to form a belief as to the truth
26 or falsity of the allegations contained in paragraph 30 of the First Amended Complaint and
27 therefore deny them.

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1 **B. Defendants**

2 31. Defendants admit the allegations contained in paragraph 31 of the First Amended
3 Complaint.

4 32. Defendants admit the allegations contained in paragraph 32 of the First Amended
5 Complaint.

6 33. Defendants admit the allegations contained in paragraph 33 of the First Amended
7 Complaint.

8 34. Defendants admit that Uber is a technology company that enables riders to request
9 transportation services from third-party transportation providers using, among other methods, a
10 smartphone application. Except as expressly admitted herein, Defendants deny each and every
11 allegation contained in Paragraph 34 of the First Amended Complaint.

12 **V. FACTUAL ALLEGATIONS**

13 35. Defendants deny each and every allegation contained in paragraph 35 of the First
14 Amended Complaint.

15 36. Defendants admit that Uber is a technology company that enables riders to request
16 transportation services from third-party transportation providers using, among other methods, a
17 smartphone application. Except as expressly admitted herein, Defendants deny each and every
18 allegation contained in paragraph 36 of the First Amended Complaint.

19 37. Defendants lack knowledge or information sufficient to form a belief as to the truth
20 or falsity of the allegations contained in paragraph 37 of the First Amended Complaint and
21 therefore deny them.

22 38. Defendants deny each and every allegation contained in paragraph 38 of the First
23 Amended Complaint.

24 39. Defendants deny each and every allegation contained in paragraph 39 of the First
25 Amended Complaint.

26 40. Defendants admit that Plaintiffs have brought suit against them. Defendants deny
27 that any of their actions are unlawful or that Plaintiffs are entitled to redress. Except as expressly
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1 admitted herein, Defendants deny each and every allegation contained in paragraph 40 of the First
 2 Amended Complaint.

3 41. Defendants admit that, at various times, statements relating to rider safety have
 4 appeared on Uber's websites. Except as expressly admitted herein, Defendants deny each and
 5 every allegation contained in paragraph 41 of the First Amended Complaint.

6 42. Defendants admit that, at various times, statements relating to rider safety have
 7 appeared on Uber's websites. Except as expressly admitted herein, Defendants deny each and
 8 every allegation contained in paragraph 42 of the First Amended Complaint.

9 43. Defendants admit that the language quoted in paragraph 43 appeared on one of
 10 Uber's websites. This website speaks for itself. Except as expressly admitted herein, Defendants
 11 deny each and every allegation contained in paragraph 43 of the First Amended Complaint.

12 44. Defendants admit that the language quoted in paragraph 44 appeared on one of
 13 Uber's websites. This website speaks for itself. Except as expressly admitted herein, Defendants
 14 deny each and every allegation contained in paragraph 44 of the First Amended Complaint.

15 45. Defendants admit that, at times prior to March 24, 2015, the language quoted in
 16 paragraph 45 appeared on one of Uber's websites. The website speaks for itself. Except as
 17 expressly admitted herein, Defendants deny each and every allegation contained in paragraph 45
 18 of the First Amended complaint.

19 46. Defendants admit that the language quoted in paragraph 46 appeared on one of
 20 Uber's websites. This website speaks for itself. Except as expressly admitted herein, Defendants
 21 deny each and every allegation contained in paragraph 46 of the First Amended Complaint.

22 47. Defendants admit that, at times prior to June 2, 2015, the language quoted in
 23 paragraph 47 appeared on one of Uber's websites. This website speaks for itself. Except as
 24 expressly admitted herein, Defendants deny each and every the allegation contained in paragraph
 25 47 of the First Amended Complaint.

26 48. Defendants admit that, at times prior to June 20, 2015, the language quoted in
 27 paragraph 48 appeared on one of Uber's websites. This website speaks for itself. Except as
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1 expressly admitted herein, Defendants deny each and every allegation contained in paragraph 48
 2 of the First Amended Complaint.

3 49. Defendants admit that the language quoted in Paragraph 49 appeared on one of
 4 Uber's websites. This website speaks for itself. Except as expressly admitted herein, Defendants
 5 deny each and every allegation contained in paragraph 49 of the First Amended Complaint.

6 50. Defendants admit that the phrase "SAFE PICKUPS" appeared on one of Uber's
 7 websites. Defendants admit that, at times prior to March 2015, the phrase "No more waiting alone
 8 on a dark street hoping you can hail a taxi" appeared on one of Uber's websites. The websites
 9 speak for themselves. Except as expressly admitted herein, Defendants deny each and every
 10 allegation contained in paragraph 50 of the First Amended Complaint.

11 51. Defendants admit that, at various times, statements relating to rider safety have
 12 appeared on Uber's websites. Except as expressly admitted herein, Defendants deny each and
 13 every allegation contained in paragraph 51 of the First Amended Complaint.

14 52. Defendants admit that, at a various times, riders have received receipts containing a
 15 line-item charge of \$1 described as the "Safe Rides Fee." Except as expressly admitted herein,
 16 Defendants deny each and every allegation contained in paragraph 52 of the First amended
 17 Complaint.

18 53. Defendants admit that a hyperlinked question mark appears on the receipt sent to
 19 riders who have paid the "Safe Rides Fee." Except as expressly admitted herein, Defendants deny
 20 each and every allegation contained in paragraph 53 of the First Amended Complaint.

21 54. Defendants admit that the language quoted in paragraph 54 appears on one of
 22 Uber's websites. This website speaks for itself. Except as expressly admitted herein, Defendants
 23 deny each and every allegation contained in paragraph 54 of the First Amended Complaint.

24 55. Defendants admit that, at times prior to March 2015, the language quoted in
 25 Paragraph 55 appeared on one of Uber's websites. This website speaks for itself. Except as
 26 expressly admitted herein, Defendants deny each and every allegation contained in paragraph 55
 27 of the First Amended Complaint.

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1 56. Defendants deny each and every allegation contained in paragraph 56 of the First
 2 Amended Complaint.

3 57. Defendants deny each and every allegation contained in paragraph 57 of the First
 4 Amended Complaint.

5 58. Defendants deny each and every allegation contained in paragraph 58 of the First
 6 Amended Complaint.

7 59. Defendants deny each and every allegation contained in paragraph 59 of the First
 8 Amended Complaint.

9 60. Defendants admit that, at various times, statements relating to rider safety have
 10 appeared on Uber's websites. Except as expressly admitted herein, Defendants deny each and
 11 every allegation contained in paragraph 60 of the First Amended Complaint.

12 61. Defendants admit that the language quoted in Paragraph 61 appears on one of
 13 Uber's websites. This website speaks for itself. Except as expressly admitted herein, Defendants
 14 deny each and every allegation contained in paragraph 61 of the First Amended Complaint.

15 62. Defendants admit that, at times prior to April 2015, the language quoted in
 16 Paragraph 62 appeared on one of Uber's websites. This website speaks for itself. Except as
 17 expressly admitted herein, Defendants deny each and every allegation contained in paragraph 62
 18 of the First Amended Complaint.

19 63. Defendants admit that, at times prior to October 29, 2014, the language quoted in
 20 Paragraph 63 appeared on one of Uber's websites. This website speaks for itself. Except as
 21 expressly admitted herein, Defendants deny each and every allegation contained in paragraph 63
 22 of the First Amended Complaint.

23 64. Defendants admit that, at times prior to May 2015, the language quoted in
 24 Paragraph 64 appeared on one of Uber's websites. This website speaks for itself. Except as
 25 expressly admitted herein, Defendants deny each and every allegation contained in paragraph 64
 26 of the First Amended Complaint.

27 65. Defendants admit that, at times prior to December 10, 2014, the language quoted in
 28 Paragraph 65 appeared on one of Uber's websites. Except as expressly admitted herein,

1 Defendants deny each and every allegation contained in paragraph 65 of the First Amended
2 Complaint.

3 66. Defendants admit that, at certain periods of time, the language quoted in Paragraph
4 66 appeared on one of Uber's websites. The website speaks for itself. Except as expressly
5 admitted herein, Defendants deny each and every allegation contained in paragraph 66 of the First
6 Amended Complaint.

7 67. Defendants admit that, at certain periods of time, the language quoted in Paragraph
8 67 appeared on one of Uber's websites. This website speaks for itself. Except as expressly
9 admitted herein, Defendants deny each and every allegation contained in paragraph 67 of the First
10 Amended Complaint.

11 68. Defendants deny each and every allegation contained in paragraph 68 of the First
12 Amended Complaint.

13 69. Defendants deny each and every allegation contained in paragraph 69 of the First
14 Amended Complaint.

15 70. Defendants deny each and every allegation contained in paragraph 70 of the First
16 Amended Complaint.

17 71. Defendants lack knowledge or information sufficient to form a belief as to the truth
18 or falsity of the allegations contained in paragraph 71 and therefore deny them.

19 72. Defendants deny each and every allegation contained in paragraph 72 of the First
20 Amended Complaint.

21 73. Defendants deny each and every allegation contained in paragraph 73 of the First
22 Amended Complaint.

23 74. Defendants admit that the language quoted in paragraph 74 appears in an article
24 from the online publication Pando Daily. Except as expressly admitted herein, Defendants deny
25 each and every allegation contained in paragraph 74 of the First Amended Complaint.

26 75. Defendants admit that no Uber entity requires that independent transportation
27 providers who want to use the uberX platform to receive ride requests in California submit to Live
28 Scan testing. Defendants lack knowledge or information sufficient to form a belief as to whether

1 Plaintiffs require their drivers to submit to Live Scan testing and therefore deny this allegation.
2 Except as expressly admitted herein, Defendants deny each and every allegation contained in
3 paragraph 75 of the First Amended Complaint.

4 76. Defendants admit that Hirease has performed background checks on some
5 independent transportation providers who wish to partner with an Uber entity. Defendants admit
6 that these background checks have included, but are not limited to, screening of (1) county court
7 house records going back 7 years for every county of residence, (2) federal courthouse records
8 going back 7 years, and (3) the multi-state criminal database going back 7 years. Except as
9 expressly admitted herein, Defendants deny each and every allegation contained in paragraph 76
10 of the First Amended Complaint.

11 77. Defendants deny each and every allegation contained in paragraph 77 of the First
12 Amended Complaint.

13 78. Defendants admit that the language quoted in paragraph 78 appears on Hirease's
14 website. This website speaks for itself. Except as expressly admitted herein, Defendants deny
15 each and every allegation contained in paragraph 78 of the First Amended Complaint.

16 79. Defendants admit that the language quoted in paragraph 79 appears in an article on
17 www.WhosDrivingYou.org, which is "an initiative of the Taxicab, Limousine & Paratransit
18 Association." Except as expressly admitted herein, Defendants deny each and every allegation
19 contained in paragraph 79 of the First Amended Complaint.

20 80. Defendants admit that the language quoted in paragraph 80 is contained in an
21 article that appears on an online publication called Pando Daily. Except as expressly admitted
22 herein, Defendant denies each and every allegation contained in paragraph 80 of the First
23 Amended Complaint.

24 81. Defendants admit that the language quoted in paragraph 81 appears in an article
25 that appears on an online publication called Gigaom. Except as expressly admitted herein,
26 defendants deny each and every allegation contained in paragraph 81 of the First Amended
27 Complaint.

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1 82. Defendants deny each and every the allegation contained in paragraph 82 of the
 2 First Amended Complaint.

3 83. Defendants admit that the language quoted in paragraph 83 appears in an article on
 4 an online publication called ValleyWag. Except as expressly admitted herein, Defendants deny
 5 each and every allegation contained in paragraph 83 of the First Amended Complaint.

6 84. Defendants deny that the statements referenced in Paragraph 84 are false or
 7 misleading. Defendants lack sufficient information to form a belief as to whether taxi cab drivers
 8 driving in Plaintiffs' cabs are required to take a driver safety course and/or receive other safety
 9 training and therefore deny this allegation. Except as expressly admitted herein, Defendants deny
 10 each and every allegation contained in paragraph 84 of the First Amended Complaint.

11 85. Defendants lack sufficient knowledge or information to form a belief as to the truth
 12 or falsity of the allegations contained in Paragraph 85 and therefore deny them.

13 86. Defendants admit that the language quoted in paragraph 86 appears in an article on
 14 an online publication called Forbes.com. Except as expressly admitted herein, Defendants deny
 15 each and every allegation contained in paragraph 86 of the First Amended Complaint.

16 87. Defendants deny each and every allegation contained in paragraph 87 of the First
 17 Amended Complaint.

18 88. Defendants deny that the statements referenced in Paragraph 88 are false or
 19 misleading. Defendants lack sufficient information to form a belief as to whether taxi cab drivers
 20 driving Plaintiffs' cabs are required to take a written examination before driving customers and
 21 therefore deny this allegation.

22 89. Defendants lack sufficient knowledge or information to form a belief as to the truth
 23 or falsity of the allegations contained in paragraph 89 of the First Amended Complaint and
 24 therefore deny them.

25 90. Defendants admit that they do not give potential uberX partners written
 26 examinations. Defendants admit that the language quoted in paragraph 90 appears in an article on
 27 an online publication called HuffingtonPost. The website speaks for itself. Except as expressly
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1 admitted herein, Defendants deny each and every allegation contained in paragraph 90 of the First
 2 Amended Complaint.

3 91. Paragraph 91 of the First Amended Complaint does not make a factual allegation to
 4 which any response is required.

5 92. Defendants deny each and every allegation contained in paragraph 92 of the First
 6 Amended Complaint.

7 93. Defendants admit that vehicles driven by partners in at least one state are required
 8 to undergo a 19-point vehicle inspection. Except as expressly admitted herein, Defendants deny
 9 each and every allegation contained in paragraph 93 of the First Amended Complaint.

10 94. Defendants deny that Plaintiffs' taxi cabs' inspections and maintenance standards
 11 are superior to those required by Uber. Defendants lack sufficient knowledge or information to
 12 form a belief about the remainder of the allegations contained in paragraph 94 of the First
 13 Amended Complaint and therefore deny them.

14 95. Defendants deny each and every allegation contained in paragraph 95 of the First
 15 Amended Complaint.

16 96. Defendants deny that the statements referenced in paragraph 96 are false and
 17 misleading. Defendants lack sufficient information to form a belief as to the remaining allegations
 18 in this paragraph and thus deny them.

19 97. Defendants deny each and every allegation contained in paragraph 97 of the First
 20 Amended Complaint.

21 98. Defendants admit that no Uber entity insists that independent transportation
 22 providers partner exclusively with any Uber entity. Defendants lack sufficient knowledge or
 23 information to form a belief as to whether it is commonplace for independent transportation
 24 providers who use the uberX platform to receive ride requests also partner with other companies
 25 and therefore deny this allegation. Except as expressly admitted herein, Defendants deny each
 26 and every allegation contained in paragraph 98 of the First Amended Complaint.

27 99. Defendants deny each and every allegation contained in paragraph 99 of the First
 28 Amended Complaint.

1 100. Defendants admit that the District Attorneys of San Francisco City and Los
2 Angeles County have filed the suit referenced in paragraph 100. Defendants deny that this suit has
3 merit. Except as expressly admitted herein, Defendants deny each and every allegation contained
4 in paragraph 100 of the First Amended Complaint.

5 101. Defendants admit that the language quoted in Paragraph 101 appears in the
6 referenced complaint. The complaint speaks for itself. Except as expressly admitted herein,
7 Defendants deny each and every allegation contained in paragraph 101 of the First Amended
8 Complaint.

9 102. Defendants admit that the language quoted in Paragraph 102 appears in the
10 referenced complaint. This complaint speaks for itself. Except as expressly admitted herein,
11 Defendants deny each and every allegation contained in paragraph 102 in the First Amended
12 Complaint.

13 103. Defendants admit that the language quoted in paragraph 103 appeared in a
14 statement issued by the District Attorneys of San Francisco City and Los Angeles County. Except
15 as expressly admitted herein, Defendants deny each and every allegation contained in Paragraph
16 103 of the First Amended Complaint.

17 104. Defendants deny each and every allegation contained in Paragraph 104 of the First
18 Amended Complaint.

19 105. Defendants deny each and every allegation contained in paragraph 105 of the First
20 Amended Complaint.

21 106. Defendants deny each and every allegation contained in paragraph 106 of the First
22 Amended Complaint.

23 107. Defendants deny each and every allegation contained in paragraph 107 of the First
24 Amended Complaint.

25 108. Defendants deny each and every allegation in paragraph 108 of the First Amended
26 Complaint.

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109. Defendants lack sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in paragraph 109 of the First Amended Complaint and therefore deny them.

110. Defendants lack sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in paragraph 110 of the First Amended Complaint and therefore deny them.

111. Defendants deny each and every allegation contained in paragraph 111 of the First Amended Complaint.

VI. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

**VIOLATION OF THE LANHAM ACT (15 U.S.C. § 1125(a))
(Against All Defendants)**

112. In response to paragraph 112 of the First Amended Complaint, Defendants incorporate all the above responses as if fully set forth herein.

113. Paragraph 113 states a legal conclusion to which no response is required. To the extent that a response is required, Defendants deny each and every allegation contained in paragraph 113 of the First Amended Complaint.

114. Defendants deny each and every allegation contained in paragraph 114 of the First Amended Complaint.

115. Defendants deny each and every allegation contained in paragraph 115 of the First Amended Complaint.

116. Defendants deny each and every allegation contained in paragraph 116 of the First Amended Complaint.

117. Defendants deny each and every allegation contained in paragraph 117 of the First Amended Complaint.

118. Defendants deny each and every allegation contained in paragraph 118 of the First Amended Complaint.

119. Defendants deny each and every allegation contained in paragraph 119 of the First Amended Complaint.

120. Defendants deny each and every allegation contained in paragraph 120 of the First Amended Complaint.

121. Defendants deny each and every allegation contained in paragraph 121 of the First Amended Complaint.

122. Defendants deny each and every allegation contained in paragraph 122 of the First Amended Complaint.

9 123. Defendants deny each and every allegation contained in paragraph 123 of the First
10 Amended Complaint.

SECOND CLAIM FOR RELIEF

12 FALSE ADVERTISING (CALIFORNIA BUSINESS AND PROFESSIONS CODE, § 17500)

(Against All Defendants)

14 124. In response to paragraph 124 of the First Amended Complaint, Defendants
15 incorporate all the above responses as if fully set forth herein.

16 125. Paragraph 125 states a legal conclusion to which no response is required. To the
17 extent that a response is required, Defendants deny each and every allegation contained in
18 paragraph 125 of the First Amended Complaint.

19 126. Defendants deny each and every allegation contained in paragraph 126 of the First
20 Amended Complaint.

127. Defendants deny each and every allegation contained in paragraph 127 of the First
Amended Complaint.

23 128. Defendants deny each and every allegation contained in paragraph 128 of the First
24 Amended Complaint.

25 129. Defendants deny each and every allegation contained in paragraph 129 of the First
26 Amended Complaint.

27 130. Defendants deny that Plaintiffs are entitled to injunctive relief.

1 131. Defendants deny each and every allegation in paragraph 131 of the First Amended
2 Complaint.

3 **VII. PRAYER FOR RELIEF**

4 Defendants deny that Plaintiffs are entitled to any relief.

5 **AFFIRMATIVE DEFENSES**

6 Without admitting any of the allegations in Plaintiffs' First Amended Complaint and
7 without waiving or excusing Plaintiffs' burdens of proof, Defendants assert the following
8 affirmative defenses, on behalf of all Defendants and against all Plaintiffs, to each of the claims
9 alleged in the First Amended Complaint.

10 **Affirmative Defense #1: Failure to State a Claim**

11 The First Amended Complaint fails to state a claim for which relief can be granted.

12 **Affirmative Defense #2: Statute of Limitations**

13 The causes of action alleged in First Amended Complaint are barred, in whole or in part,
14 by the applicable statute(s) of limitations and, in the case of the Lanham Act, by judicial analog to
15 the applicable statute(s) of limitations, and are otherwise untimely.

16 **Affirmative Defense #3: Laches**

17 The claims alleged in the First Amended Complaint are barred, in whole or in part, by the
18 doctrine of laches.

19 **Affirmative Defense #4: Standing**

20 Plaintiffs lack standing to assert the claims alleged in the First Amended Complaint.
21 Plaintiffs also lack standing to pursue the relief sought in the First Amended Complaint.

22 **Affirmative Defense #5: Uncertainty**

23 The allegations in the First Amended Complaint, in whole or in part, are uncertain,
24 ambiguous, and unintelligible.

25 **Affirmative Defense #6: Estoppel**

26 The claims alleged in the First Amended Complaint are barred by the doctrine of estoppel.

1 **Affirmative Defense #7: Unclean Hands**

2 The claims alleged in the First Amended Complaint are barred by the doctrines of unclean
3 hands, in pari delicto, and any similar such doctrine in law or equity.

4 **Affirmative Defense #8: Waiver**

5 The claims alleged in the First Amended Complaint are barred by the doctrine of waiver.

6 **Affirmative Defense #9: Adequate Remedy at Law**

7 The equitable relief requested in the First Amended Complaint is barred because Plaintiffs
8 have adequate remedies at law and/or equitable relief is neither necessary nor proper.

9 **Affirmative Defense #10: Collateral Estoppel and Res Judicata**

10 The claims alleged in the First Amended Complaint are barred by the doctrines of estoppel
11 and res judicata.

12 **Affirmative Defense #11: Failure to Mitigate**

13 The claims alleged in the First Amended Complaint are barred, in whole or in part, because
14 Plaintiffs did not mitigate or attempt to mitigate their purported damages (if in fact any damages
15 have been sustained).

16 Defendants' investigation of their defenses is ongoing and they expressly reserve the right
17 to allege and assert any additional defenses that may exist now or in the future.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Defendants pray for judgment in their favor and against Plaintiffs as
20 follows:

21 A. That Plaintiffs' Prayer for Relief be denied as to each demand and in full, and that
22 Plaintiffs take nothing by this action, and that Plaintiffs' request for damages, injunctive relief,
23 costs, attorneys' fees and expenses be denied.

24 B. That Defendants be awarded costs, attorneys' fees and expenses in this action under
25 15 U.S.C. § 1117 and all other applicable law, statutes, or authorities.

26 C. For any other relief that the Court deems just and proper.

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2 Dated: August 24, 2015

IRELL & MANELLA LLP

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4 By: /s/ A. Matthew Ashley
5 A. Matthew Ashley

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7 Attorney for Defendants, Uber Technologies,
8 Inc.; Rasier, LLC; and Rasier-CA, LLC

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ECF ATTESTATION

2 I, Michael Harbour, am the ECF user whose ID and password are being used to file
3 **DEFENDANTS' ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFFS' FIRST**
4 **AMENDED COMPLAINT.** I hereby attest that I received authorization to insert the signatures
5 indicated by a conformed signature (/s/) within this e-filed document.

By: /s/ Michael Harbour

Michael Harbour